

coverage terms, conditions and exclusions shall determine the scope of coverage provided by the OCIP. Construction Manager Contractors agree that the purpose of this section is to provide a general understanding of the coverage provided by the OCIP.

- (1) **Workers' Compensation and Employer's Liability Insurance** will be provided in accordance with applicable State laws. Limits of Liability and coverage will be as follows:

- (a) Workers' Compensation, form WC 00 00 00 A – Applicable State Statutory Benefits
- (b) Employer's Liability
  - (i) \$1,000,000 Bodily Injury each Accident
  - (ii) \$1,000,000 Bodily Injury by Disease – Policy Limit
  - (iii) \$1,000,000 Bodily Injury by Disease – Each Employee
- (c) Employers Liability Exclusions:
  - (i) liability assumed under a contract;
  - (ii) punitive or exemplary damages;
  - (iii) bodily injury to an employee while knowingly employed in violation of the law;
  - (iv) obligations imposed by a workers compensation, occupational disease or similar law;
  - (v) bodily injury intentionally caused or aggravated by the insured;
  - (vi) bodily injury occurring outside of the United States of America;
  - (vii) any personnel practices, policies acts or omissions;
  - (viii) bodily injury to any person subject to any federal workers or workmen's compensation law or occupational disease law;
  - (ix) bodily injury to any person in work subject to the Federal Employers' Liability Act;
  - (x) bodily injury to a master or member of the crew of any vessel;
  - (xi) fines or penalties imposed for violation of federal or state law;
  - (xii) damages payable under the Migrant and Seasonal Agricultural Worker Protection Act.

- (2) **Commercial General Liability Insurance** will be provided on an "occurrence" form under a master liability policy with the following Limits of Liability, Coverage, and Terms:

- (a) Limit of Liability:
 

\$1,000,000 Combined Single Limit any one occurrence and \$2,000,000 in the aggregate annually
- (b) Coverage and Terms:
  - (i) Occurrence Basis, CG 00 01 (10/01 edition date);
  - (ii) Blanket Additional Insured endorsement (excluding completed operations)
  - (iii) Blanket Contractual Liability;
  - (iv) Products and Completed Operations (Two Year Term); with a term aggregate of \$2,000,000;
  - (v) Independent Contractor's Liability;
  - (vi) Personal Injury;
  - (vii) Explosion, Collapse, and Underground (X, C, U exclusions deleted), and
  - (viii) Designated Premises Only.

## (c) Exclusions:

- (i) Expected or Intended Injury;
- (ii) Contractual Liability;
- (iii) Liquor Liability;
- (iv) Workers' Compensation and Similar Laws;
- (v) Employer's Liability;
- (vi) Aircraft, Auto or Watercraft;
- (vii) Mobile Equipment;
- (viii) War;
- (ix) Damage to Property;
- (x) Damage To Your Product;
- (xi) Damage To Your Work;
- (xii) Damage To Impaired Property Or Property Not Physically Injured;
- (xiii) Recall of Products, Work Or Impaired Property;
- (xiv) Employment Related Practices, form CG 21 47 (edition 7/98);
- (xv) Total Pollution Exclusion With A Hostile Fire Exception, form CG 21 55 (edition 9/99);
- (xvi) Exclusion- Engineers, Architects Or Surveyors Professional Liability, form CG 22 43 (edition 7/98);
- (xvii) Exclusion- Contractors- Professional Liability, form CG 22 79 (edition 7/98);
- (xviii) Total Lead Exclusion, form 58332 (edition 7/93);
- (xix) Radioactive Matter Exclusion, form 62898 (edition 9/01);
- (xx) Asbestos Exclusion Endorsement, form 65165 (edition 9/01);
- (xxi) Exclusion For Continuing Or Progressive "Bodily Injury", "Personal And Advertising Injury" Or "Property Damage", (manuscript form);
- (xxii) Fungus Exclusion, form 78689 (edition 8/01);
- (xxiii) Nuclear Energy Liability Exclusion Endorsement (Broad Form), form IL 00 21 (edition 4/98);

## Additional Exclusions for Medical Payments:

- (i) Any Insured;
- (ii) Hired Person;
- (iii) Injury On Normally Occupied Premises;
- (iv) Workers Compensation And Similar Laws;
- (v) Athletic Activities;
- (vi) Products-Completed Operations Hazard;

## Exclusions for Personal and Advertising Injury Liability:

- (i) Knowing Violation Of Rights Of Another;
- (ii) Material Published With Knowledge Of Falsity;
- (iii) Material Published Prior To Policy Period;
- (iv) Criminal Acts;
- (v) Contractual Liability;
- (vi) Breach Of Contract;
- (vii) Quality Of Performance Of Goods- Failure To Conform To Statements;
- (viii) Wrong Description Of Prices
- (ix) Infringement Of Copyright, Patent, Trademark Or Trade Secret;
- (x) Insureds In Media And Internet Type Business;
- (xi) Electronic Chatrooms Or Bulletin Boards;
- (xii) Unauthorized Use Of Another's Name Or Product;
- (xiii) Pollution;
- (xiv) Pollution- Related;

Additional Exclusions for Additional Insured- Owner, Lessees Or Contractors- Scheduled Person Or Organization, form CG 20 10 (edition 10/01):

(i) This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- (3) **Excess Liability Insurance** will be provided under a master liability policy with Limits of Liability, Coverages, and Terms as follows:

(a) Limits of Liability:

- (i) \$100,000,000 Any one occurrence and general aggregate annually; and  
(ii) \$100,000,000 Term Aggregate Products and Completed Operations.

(b) Coverage and Terms:

- (i) Excess of General Liability  
(ii) Excess of Employer's Liability  
(iii) Excess Completed Operations (Two Year Term)

(4) **Builder's Risk Insurance**

The Builder's Risk Insurance will provide Cause of Loss, Special (All-Risk) coverage on a replacement cost basis for the entire construction value, including change orders. This insurance will include as additional insureds Construction Manager and all tiers of Contractors in the Work. The policy includes 1) a waiver of subrogation for Construction Manager and all Contractors of every tier, 2) a sublimit of \$1,000,000 each claim for off-premises storage of materials and transit to the job-site and 3) a \$10,000,000 sublimit for flood and earthquake coverage. In addition to the standard policy exclusions, the policy may contain a terrorism exclusion.

The Builder's Risk will not provide coverage against loss including by theft or disappearance, of any materials (unless the materials are to be incorporated into the Project), tools, or equipment of the Construction Manager or any tier of Contractor, or any other person furnishing labor or materials for the Work.

All tiers of Contractor shall be responsible for the first \$25,000 of each and every loss.

Any loss insured under Exhibit I, G(4) is to be adjusted with the Owner and made payable to the Owner as fiduciary for the additional insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause. The Construction Manager shall pay each Contractor a just share of any insurance monies received by the Construction Manager, and Construction Manager shall require each Contractor to make payments to his subcontractors in a similar manner. Construction Manager agrees to reconstruct any portion of the Work lost, destroyed or damaged to the extent that Owner makes the proceeds of the insurance (and additional funds if such proceeds are less than replacement cost) available to Construction Manager.

The Owner will make available upon request for inspection by Construction Manager a certificate of Insurance evidencing builder's risk insurance to be furnished by Owner.

#### H. OCIP Certificates and Policies

All OCIP furnished insurance coverage outlined above shall be written by insurance companies approved by the Owner. The Owner, through the Program Administrator, shall provide all Contractor(s) with appropriate certificates of insurance evidencing the coverage outlined above.

#### I. Termination/Modification of the OCIP

The Owner reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, the Owner shall provide thirty (30) days advance written notice of termination or material modification to Construction Manager and all Contractor(s) covered by the OCIP. The Construction Manager and all Contractors shall promptly obtain quotations for appropriate replacement insurance coverage and shall review such quotes with Owner. If such quotations are reasonably acceptable to Owner, then Construction Manager and Contractors shall promptly bind such replacement coverage at Owner's expense (except as noted below in this subparagraph I). If quotations obtained by Construction Manager or any of the Contractors are not reasonably acceptable to Owner, Owner and Construction Manager shall work together to identify appropriate replacement insurance coverage that is reasonably acceptable to the Owner. The actual documented cost of such replacement insurance will be reimbursed by the Owner, except as noted below in this subparagraph I. Written evidence of such insurance shall be provided to the Owner prior to the effective date of the termination or modification of the OCIP. The minimum acceptable coverage and limits of liability are as required in Section C. In addition, Construction Manager's umbrella liability policy limit of liability will be not less than \$100,000,000 each occurrence and aggregate.

#### J. Construction Manager and Contractors' Responsibilities

The Construction Manager and Contractors are required to cooperate with the Owner's Representative, Construction Manager, Program Administrator and insurance carriers with regards to the administration and operation of the OCIP. The Construction Manager and Contractors' responsibilities shall include, but not be limited to:

- (1) Complying with applicable construction safety requirements, the OCIP Project Manual and Claims Procedures as outlined in the respective manuals setting forth the administrative procedures required of the Construction Manager and Contractors;
- (2) Providing of necessary contract, operations and insurance information;
- (3) Immediately notifying the Program Administrator of all Contractors upon award of a contract by completing Form-1, Notice of Subcontract Award and Request for Insurance and sending to the Program Administrator;
- (4) Maintaining payroll records and other records as necessary for premium and insurance credit computation;
- (5) Cooperating with the insurance company and the Program Administrator with respect to requests for claims, payroll or other information required under the program;
- (6) Immediately notifying the Program Administrator when any Contractor-Provided Coverage have been canceled, materially changed, or not been renewed; and,
- (7) Timely completion of OCIP Forms:
  - (a) Construction Manager will complete a Notice of Subcontract Award and Request for Insurance – Form 1, upon award of each (Contractor) contract;

- (b) Construction Manager and eligible Contractors of every tier will complete an Insurance Information Form – Form 2, upon award of a (Contractor) contract;
- (c) Contractor will complete a Notice of Subcontract Award and Request For Insurance – Form 1, upon award of a (Contractor) contract to a second or third tier subcontractor.
- (d) Construction Manager will complete a Notice of Completion – Form 4, upon completion of all work being performed under a Contractor's contract.
- (e) Contractor will complete a Supplemental Insurance Information Form – Form 3, upon execution of any change order in excess of \$50,000.

Failure to follow the procedures outlined in the OCIP Project and Claims Procedures Manual or this Exhibit may result in withholding progress payments or contract default.

**K. Assignment of Return Premiums**

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and Builders' Risk and will be the sole recipient of any dividend(s) and/or return premium(s) generated by either. In consideration of the Owner providing of said coverage the Construction Manager and all eligible Contractor(s) agree to:

- (1) Identify all applicable insurance costs in their contract price, and cooperate with the Program Administrator in the confirmation of the Contractor's insurance cost.
- (2) Irrevocably assigned to and for the benefit of the Owner, all return premiums, premium discounts, dividends, retentions, credits, and any other monies due the Owner in connection with the insurance which herein it agrees to provide, and Construction Manager and eligible Contractors agree to evidence same by signing Form 2. The Construction Manager and all eligible Contractors further agree to require each subcontractor of any tier to execute the assignment on Form 2, for the benefit of the Owner.

**L. Contractor Provided Coverage**

For any work under this contract, and until completion and final acceptance of the work all ineligible Contractors as defined in Section B of this document shall provide certificates of insurance to Construction Manager giving evidence that coverage is in force, as required in Section C. The project site should be shown on the certificate and the Owner, Construction Manager and their directors, officers, representatives, agents and employees shall be endorsed as Additional Insureds on the Commercial General Liability Policy and Automobile Policy.

For any work under this contract, and until completion and final acceptance of the work, Construction Manager and all Contractors, at their own expense shall promptly furnish to the Owner certificates of insurance giving evidence that the following coverages are in force:

- (1) **Automobile Liability Insurance**  
\$1,000,000 combined single limit for bodily injury and property damage insuring all owned, non-owned and hired automobiles.
- (2) **Workers' Compensation and Employer's Liability Insurance (Off-site activities only for Construction Manager and enrolled/eligible Contractors):**

Statutory Limits with Other States Endorsement and minimum Employer's Liability Limits as follows:

- (a) \$500,000 Bodily Injury each Accident
  - (b) \$500,000 Bodily Injury by Disease – Policy Limit
  - (c) \$500,000 Bodily Injury by Disease – Each Employee
- (3) **Commercial General Liability Insurance (Off-site activities only for Construction Manager and enrolled/eligible Contractors):**
  - (a) Commercial General Liability with a limit of liability as required in Article V. for bodily injury, property damage and personal injury, including the following coverages. (The limits can be satisfied by a combination of general and umbrella liability policies.)
    - (i) Occurrence Basis;
    - (ii) Premises Operations;
    - (iii) Contractual Liability;
    - (iv) Products/Completed Operations;
    - (v) Broad Form Property Damage; and
    - (vi) Independent Contractors.
- (4) The Owner, Owner's Representative, Construction Manager and their directors, officers, representatives, agents and employees shall be endorsed as Additional Insureds on the Commercial General Liability and Automobile Liability policies as listed in Article U.
- (5) **Contractors' Pollution Liability Insurance**
  - (a) This coverage is required of Construction Manager and all Contractors.
  - (b) Limits of Liability of \$2,000,000 each claim and aggregate with a deductible no greater than \$100,000 each claim.
  - (c) The policy will provide coverage for sums that Construction Manager and Contractors become legally obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.
  - (d) If the policy maintained by Construction Manager and/or Contractors is a "claims made" form, Construction Manager and/or Contractors will maintain this required coverage for four years after completion of the project.
- (6) **Professional Liability Insurance (Errors & Omissions)**
  - (a) The Construction Manager and all Contractors whose contracts require design services will maintain professional liability insurance providing coverage for claims allegedly arising out of errors, omissions or negligent acts due to their performance, or failure to perform, design, architectural, engineering, land surveying or interior design.
  - (b) Limits of liability of not less than \$2,000,000 each claim and annual aggregate with a deductible no greater than \$100,000.



**M. Certificate of Insurance**

All required insurance shall be maintained without interruption from the date of commencement of the work under the agreement until the date of the final payment. The Construction Manager will provide Owner and the Contractors will provide the Construction Manager with a certificate of insurance evidencing compliance with the coverages, limits and conditions required in Section L until the date of final payments.

**N. Notice of Cancellation**

Policies and/or certificates of insurance shall specifically provide a thirty (30) day notice of cancellation, non-renewal or material change to be sent to the Owner and Construction Manager.

**O. Other Insurance**

Any type of insurance or any increase of limits of liability not described above which a Contractor requires for its own protection or on account of any statute shall be its own responsibility and its own expense.

**P. Contractor Participation**

Upon the execution of any subcontract, the Construction Manager will immediately report that subcontract to the Program Administrator for enrollment in the OCIP. The Contractor shall incorporate all the provisions of this agreement in any subcontractor agreement and shall cause its Contractors to cooperate fully with the Owner, Construction Manager, Program Administrator and insurance companies for the project, in the administration of the OCIP. The Contractor agrees to cooperate in the safety and accident prevention program and claim handling procedures as established for the project. In accordance with this paragraph Construction Manager shall not permit any eligible Contractor of any tier to enter the project site prior to notifying the Program Administrator, by completion of Form 1, of the Contractor's enrollment in the Owner Controlled Insurance Program (OCIP); failure to do so may negate the afforded coverage(s).

**Q. Waiver of Subrogation**

The Construction Manager and all Contractors waive all rights of subrogation and recovery against the Owner, Willis, Construction Manager and other Contractor(s) of all tiers to the extent of any loss or damage, which is insured under the OCIP. Notwithstanding the foregoing and not by way of limitation of the same, Contractor waives its rights of subrogation and recovery for damage to any property or equipment against the Owner, Willis, Construction Manager and other Contractor(s) of all tiers. Each Contractor shall require all subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

**R. No Release**

The carrying of the above-described insurance shall in no way be interpreted as relieving the Construction Manager or Contractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

**S. Approval of Forms and Companies**

All insurance described in this agreement shall be written by an insurance company or companies reasonably satisfactory to the Owner and licensed to do business in Maryland and shall be in a form and content reasonably satisfactory to the Owner. No party subject to the provisions of this agreement shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

**T. The Project OCIP Project and Claims Procedures Manual**

The Construction Manager and all Contractors shall adhere to and perform all reporting requirements as detailed in the OCIP Insurance Project and Claims Procedures Manual. Failure to follow the procedures outlined in the manual may result in fines being assessed by the appropriate state agencies or commissions or default judgments from a lawsuit against Owner, Construction Manager or the Contractor. The Contractor, shall at it's own expense, be responsible for any fines or judgments arising out of failure to follow these procedures.

**U. Additional Insureds:**

- & Banc One Building Corporation, its parent and affiliates, directors, officers, representatives, agents and employees
- & Forest Electric Corp.
- & EMCOR Group, Inc.
- & Tishman Construction Corporation
- & Tishman Construction Corporation of Maryland
- & Gensler (architect)
- & EYP Mission Critical Facilities, Inc. (engineer)
- & and their directors, officers, representatives, agents and employees

**V. General Liability/Umbrella Liability Requirements**

The following limits of liability apply based on Contractors' trade classification. The limits required can be satisfied by a combination of general and umbrella liability policies.

**BASE BUILDING/CORE & SHELL**

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Access Flooring	\$ 3,000,000
Acoustical Ceilings	\$ 2,000,000
Architectural Woodworking	\$ 3,000,000
Balcony Railings	\$ 5,000,000
Carpentry, Drywall & Insulation	\$10,000,000
Carpeting	\$ 2,000,000
Caulking & Sealing	\$ 5,000,000
Ceramic Tile	\$ 2,000,000
Concrete Work	\$10,000,000
Convactor Enclosures	\$ 3,000,000
Cranes	\$25,000,000
Curtain Wall	\$10,000,000
Demolition	\$20,000,000
Electrical	\$10,000,000
Elevator Entrances	\$10,000,000



<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Elevators	\$10,000,000
Excavation & Foundation	\$10,000,000
Fireplaces	\$ 2,000,000
Food Service Equipment	\$ 2,000,000
Glass & Glazing	\$10,000,000
Granite Façade	\$10,000,000
Hoists	\$25,000,000
HVAC	\$10,000,000
Landscaping	\$ 5,000,000
Lath & Plaster	\$ 3,000,000
Lobby Finishes	\$ 3,000,000
Lockers	\$ 2,000,000
Louvers	\$ 3,000,000
Masonry	\$10,000,000
Mirrors	\$ 3,000,000
Miscellaneous Iron	\$10,000,000
Ornamental Metals	\$ 5,000,000
Painting & Finishing	\$ 2,000,000
Piling	\$10,000,000
Plumbing	\$10,000,000
Progress Photographs	\$ 2,000,000
Refuse Chute (Construction)	\$10,000,000
Resilient Flooring	\$ 2,000,000
Roll-Up Doors	\$ 3,000,000
Roofing, Waterproofing & Sheetmetal	\$10,000,000
Rubbish Removal (Construction)	\$ 5,000,000
Scaffolds	\$20,000,000
Security Guard Service	\$ 3,000,000
Shower Doors	\$ 3,000,000
Sidewalk Bridges	\$20,000,000
Signs & Graphics (Exterior)	\$10,000,000
Signs & Graphics (Interior)	\$ 5,000,000
Site Improvements	\$ 5,000,000
Skylights	\$10,000,000
Spray Fireproofing	\$10,000,000

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Sprinkler System	\$10,000,000
Stonework (Granite & Marble)	\$10,000,000
Storefronts	\$10,000,000
Structural Steel	\$20,000,000
Stucco (Exterior)	\$10,000,000
Surveying	\$ 2,000,000
Swimming Pools	\$ 5,000,000
Tennis Courts	\$ 3,000,000
Test Boring	\$ 5,000,000
Testing & Inspection	\$ 2,000,000
Toilet Partitions	\$ 2,000,000
Trash Chute (Compactor)	\$ 5,000,000
Trash Compactor	\$ 2,000,000
Venetian Blinds	\$ 3,000,000
Waterproofing & Dampproofing	\$10,000,000
Window Washing Equipment	\$10,000,000
Windows	\$10,000,000
Wood Flooring	\$ 2,000,000

#### INTERIOR FITOUT/TECHNOLOGIES

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Acoustical Ceiling	\$ 1,000,000
Aluminum Windows	\$ 3,000,000
Balcony Railings	\$ 5,000,000
Carpeting	\$ 1,000,000
Carpentry, Millwork, etc.	\$ 2,000,000
Caulking & Sealing	\$ 1,000,000
Ceramic Tile	\$ 1,000,000
Concrete Work	\$ 3,000,000
Cranes	\$25,000,000
Demolition	\$ 5,000,000
Drywall	\$ 2,000,000
Electrical	\$ 3,000,000

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Elevators	\$ 5,000,000
Façade Cleaning	\$ 5,000,000
General Contractor	\$10,000,000
Glass & Glazing	\$ 3,000,000
Hoists	\$25,000,000
HVAC	\$ 3,000,000
Lath & Plaster	\$ 2,000,000
Lockers	\$ 1,000,000
Masonry/Stone	\$ 3,000,000
Metal Toilet Partitions & Accessories	\$ 1,000,000
Ornamental Misc. Metals	\$ 2,000,000
Painting & Finishing	\$ 1,000,000
Plumbing	\$ 3,000,000
Resilient Flooring	\$ 1,000,000
Roofing & Sheet Metal	\$ 3,000,000
Scaffolding	\$20,000,000
Signs & Graphics	\$ 1,000,000
Sprayed Fireproofing	\$ 2,000,000
Sprinkler System	\$ 3,000,000
Structural Steel	\$ 5,000,000
Waterproofing	\$ 1,000,000

SCHEDULE 8.02APPLICATION FOR PAYMENT AND SWORN STATEMENT  
FOR CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR TO OWNER

Project Name: \_\_\_\_\_

Payment Application: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract No: \_\_\_\_\_

Construction Contractor: \_\_\_\_\_

Project No: \_\_\_\_\_

Period from/to: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Change Orders Included: \_\_\_\_\_

*Sample Format Only*

CSI Master Format™ Division	Sub Heading	Owner's Cost Category	Original Contract Amount	Adj. Total Amount	% Work Complete	Total Retained	Prev. Paid	Net Amt. Now Due	Balance to Become Due
01000 General Conditions	(Construction Contractor's Name) See attached Schedule 8.01								
	Demolition	E01							
	Asbestos Abatement/Mgt.	E02							
	Elevator Operator (OT)	E03							
	Exterior ADA Modifications	C02							
02000 Sitework	(Sub-contractor's Name)								
	Site Construction	C06							
	Paving, Conc. Walks, Curbs, Walkways	C20							
	Landscaping, Planting and Sprinkler Systems	C21							
03000 Concrete		C02							
04000 Masonry		C02							
05000 Metals		C02							
06000 Wood & Plastics									
	Millwork	C12							
	Other Wood & Plastics	C02							
07000 Thermal & Moisture Protection									
	Thermal and Moisture Protection	C02							
	Roofing	C08							
08000									

Doors & Windows									
	Doors and Windows	C02							
	Entrances, Storefronts, Curtainwall	C03							
09000 Finishes									
	Interior Wall and Ceiling Construction	C02							
	Painting and Finishes	C02							
	Hard Flooring (Ceramic, Terrazzo, Granite, Hardwood)	C11							
	Carpet Removal and Disposal	E01							
	Floor Prep, Carpet, Vinyl Flooring and Vinyl Base (furnish & install)	F06							
10000 Specialties									
	Raised Flooring	C02							
	Signage	C10							
	Restroom Fixtures and Accessories	C14							
	Storage Shelving, Lockers, Demountable Partitions	F01							
	Miscellaneous Specialties	C02							
11000 Equipment									
	A/V Equipment, Sound Masking	F02							
	Safety Deposit Boxes, Vault	C15							
	Computer Equip.	F03							
	Non-Computer Equip.	F02							
12000 Furnishings									
	Furniture Purchase	F01							
	Furniture Reconfigure, Teardown or Move	E05							
	Interior Plants and Planters, Art	F01							
	Drapery and Blinds	F05							
13000 Special Const.									

	Special Purpose Rooms and Other Special Const.	C02							
	Security Access and Surveillance	C09							
	Fire Suppression, Detection and Alarm Systems	C17							
	ATM Enclosures	F04							
14000	Conveying Systems	C07							
15000	Mechanical	C05							
16000	Electrical								
	Electrical Power, Distribution and Lighting	C04							
	Telecom. and Data Equipment & Cabling	C16							
	Exterior Site Lighting	C22							
Fee		C02							

Amount of Original Contract: \_\_\_\_\_

Work Completed to Date: \_\_\_\_\_

Extras to Contract: \_\_\_\_\_

Total Retained: \_\_\_\_\_

Total Contract and Extras: \_\_\_\_\_

Net Amount Earned \_\_\_\_\_

Credits to Contract: \_\_\_\_\_

Previously Paid: \_\_\_\_\_

Adjusted Total Contract: \_\_\_\_\_

Net Amount Due this Payment: \_\_\_\_\_



APPLICATION FOR PAYMENT AND SWORN STATEMENT  
FOR CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR TO OWNER  
(CONTINUED)

The undersigned, \_\_\_\_\_, being first duly sworn on oath and says  
that he is President of \_\_\_\_\_, Contractors for

(Project Title) \_\_\_\_\_

(Project Address) \_\_\_\_\_

(Agent) \_\_\_\_\_

That for the purposes of this work the foregoing order have been placed and the foregoing parties subcontracted with and these have furnished materials or have provided labor, or both, for said project.

That the amount of such order or subcontract is as stated above and that there is due and to become due them respectively, the amounts set opposite their names for materials or labor or both.

That this statement is made in compliance with to statutes relating to Mechanics Liens and for the purpose of procuring from Owner FINAL/PARTIAL payment in accordance with the terms of the contract and is a full, true and complete statement, of all parties furnishing labor and/or material, and of amounts paid, due and to become due them.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Construction Contractor:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE 8.06

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date of Issuance: \_\_\_\_\_

Project Name: _____	Description: _____
Work Location (s): _____	_____
Architect/Engineer: _____	_____
Construction Contractor's Representative: _____	Phone: _____
Owner's Project Manager: _____	Phone: _____
Contractor Contract No: _____	Date: _____
Original Punch List Date: _____	Previous Revision Date _____

TO: (Owner)

DESIGNATED PORTION OF THE PROJECT SHALL INCLUDE: [add description of designated portion]

The work comprising the above designated portion of the project performed under the Contract Documents has been reviewed and is hereby found to be substantially complete. The Date of Substantial Completion of said Work is hereby established as \_\_\_\_\_.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of said Work is the date certified by the Architect/Engineer when construction is sufficiently complete in accordance with the Contract Documents so Owner can occupy and utilize beneficially said work for the use for which it is intended.

PUNCH LIST

A Punch List of items to be completed, corrected or delivered, initially prepared by Construction Contractor and revised by the Architect/Engineer and verified or amended by \_\_\_\_\_ as appropriate, is attached hereto as Appendix 1. The failure to include any items on such list does not alter the responsibility of Construction Contractor to complete all work in accordance with the Contract Documents. The date of the commencement of warranties for said work and for the items on the attached Punch List will be the date Construction Contractor receives final payment under and in accordance with the Contract Documents.

_____ ARCHITECT/ENGINEER	BY: _____	DATE: _____
-----------------------------	-----------	-------------

Construction Contractor will complete or correct the work and deliver all items in accordance with the requirements of said Punch List within \_\_\_\_\_ (\_\_\_\_) days from the Date of Substantial Completion.

_____ CONSTRUCTION CONTRACTOR	BY: _____	DATE: _____
----------------------------------	-----------	-------------



## SCHEDULE 10.02

CHANGE ORDER FORM

Date: \_\_\_\_\_

Change Order No. \_\_\_\_\_  
(Consecutively Numbered)

Contract No.: \_\_\_\_\_

Project No.: \_\_\_\_\_

Location (Building/Floor): \_\_\_\_\_

## CONTRACT CHANGE ORDER

Gentlemen: In accordance with this change we hereby adjust your contract as follows:

Original Contract Amount	\$ _____
Previous Contract Amount	\$ _____
Add for this Change	\$ _____
Deduct for this Change	\$ _____
Adjusted Contract Amount	\$ _____

Proceed with this work immediately.

The basis of this adjustment is \_\_\_\_\_ (Describe) \_\_\_\_\_

## (Examples)

Proposed Change Order(s) dated MM/DD/YY (List) with corresponding backup.

Bulletin Number(s) dated MM/DD/YY (List) with corresponding backup.

Construction Field Order(s) dated MM/DD/YY (List) with corresponding backup.

Backup shall include detailed breakdown by Construction Contractor and all sub contractors.

Verify Hourly Rates and Unit Prices per Project Agreement (if established).

Review Change Order Values with Prime Architect/Engineer's Budget estimate for proposed change(s).

If Time &amp; Material Change Order, ALL signed time tickets (signed by designated representatives of the Electrical Trade Manager and Construction Manager and Owner's Project Manager) only will be accepted.

Change Orders may represent change in TIME as well as COST and must be taken into consideration during review and approval.

## (Approvals)

Construction Contractor \_\_\_\_\_

Authorized/Designated Representative Print Company's  
and Signer's Name below

Owner \_\_\_\_\_

Signed By Owner's Project Manager (Authorized Signer  
for Invoices)

Customer \_\_\_\_\_

Authorized (User signature level for total of  
ADD/DEDUCT creating the adjustment of this Change  
Order providing that the total is within the Project's  
approved budget.If tenant related, Authorized Signature must Owner's  
Records for Client's Cost Center Print Authorized  
Signer's Name and Title Below Line. Add Lines if  
hierarchy of signing authority is required.

## **EXHIBIT “B”**

**Creedon Controls Inc.**  
Electrical Contractors

3424 Old Capitol Trail  
Wilmington, Delaware 19808  
Telephone (302) 892-2000  
Fax (302) 892-2002

June 14, 2004

Mr. Paul Angerame, Vice President  
Forest Electric Corp.  
4001 Governor Printz Boulevard  
Wilmington, DE 19802

Reference: Single Project Construction Services Agreement  
Contract No. 6B Addendum 1

Dear Paul:

Enclosed is a document that we identified as Addendum 1, which we prepared in the course of our review of the contract that was presented to us most recently for our review.

Addendum 1 is provided for your review and inclusion in the referenced contract for execution.

The Addendum includes three columns. The first column is a number for reference only. The second column provides the contract location; this is for navigating the document to the appropriate place for the modification. The final column, Action:/Description of the Action is the modification contemplated.

The third column is prepared to reflect one operation for each reference number to keep it as simple as possible; two or even three reference items may be required to effect one complete change on the document. Most of the addendum volume is reference, navigation and action; the modifications are not voluminous.

The modifications presently reflect mostly the manner in which the project was conceived at bid time, the manner in which it was conducted to date, resolving inconsistencies or other issues worthy of modification.

We will be prepared to execute the contract upon your acceptance of Addendum 1 for inclusion.

Please contact us if you have any questions.

Very truly yours,



Patricia Creedon  
President



**SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT****CONTRACT NO. 6B****BANK ONE CORE DATA CENTER #2****ADDENDUM 1**

<b><u>No.</u></b>	<b><u>Contract Location</u></b>	<b><u>Action:/Description of Action</u></b>
1	First page, last paragraph, first sentence	Change: "between Electrical Trade Manager and Construction Contractor." to "between Banc One Building Corporation, Electrical Trade Manager, Agent, and Construction Contractor."
2	First page, last paragraph, second sentence	Change: "modifications issued after" to "prior to start of Project Work and"
3	Second page, Paragraph 2, second line	Add after: " <u>Exhibit C</u> hereto", "to the extent that these Documents relate directly to the Work of the Construction Contractor, and were used as the basis of Construction Contractors bid."
4	Second page, Paragraph 4, second line	Replace: "/will not (strike through one)" with "not"
5	Second page, Paragraph 5, fifth line	Add after: "Contract Documents", "used as the basis of the Construction Contractor's bid,"
6	Second page, Paragraph 6	Add after: If to Construction Contractor, addressed to:" (followed by Creedon Controls, Inc. address), Attention: "Patricia Creedon"
7	Page three of the Agreement, at the end of the second paragraph	Add a sentence at the end of the second paragraph following "attached hereto.", "Further the parties to this Agreement attach and make Addendum 1 a part of the Single Project Construction Services Agreement."
8	Page three of the Agreement after Item 7.	Add: Arbitration Clause for resolution of disputes during the project and at its conclusion. Language to follow.
9	List of Exhibits	Delete: "EXHIBIT F" and 'EXHIBIT H'
10	<u>EXHIBIT A</u>	Add as the first paragraph: "The original schedule provided with RFP6B data date and run date, September 15, 2003, used as the basis of Construction Contractor's bid is incorporated herein."
11	<u>EXHIBIT A</u>	Add before: "Project Completion Date", For the purpose of liquidated damages, if any, in Paragraph 4 of this agreement the project completion date is September 15, 2004.
12	<u>EXHIBIT B</u>	Delete Note, add: "The schedule of values is the initial schedule of values submitted for this project utilizing G703. There is no anticipated draw schedule for this project. Payment shall be made in accordance with section and anticipated draw schedule is as follows:"
13	<u>EXHIBIT C</u>	Substitute for the word "thereafter", "prior to the preparation of the Construction Contractor's bid and used as the basis of this bid."

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENTCONTRACT NO. 6BBANK ONE CORE DATA CENTER #2ADDENDUM 1

14	<u>EXHIBIT C</u> <u>List of Drawings</u>	The basis of the Construction Contractor's Lighting and Power bid are all or part of drawings: E001 through E102, E202-B, E203, E204, E401-E, E401-F, E501, E502-A, E502-B, E503, E505-A, E505-B, E506, E603 and E605; all other Electrical Drawings are for location or information reference only. Mechanical drawings used for damper and exhaust fan power only include: M101, M102, M305 and M306. No other drawings including civil, landscape, architectural, structural, plumbing, fire protection and security, fuel oil are included in the Construction Contractor's scope and would be used for location reference or information only. <i>Note: Drawing list cuts off drawing designations at bottom of the pages. New complete set of pages (8 pages) required for review.</i>
15	<u>EXHIBIT C</u> <u>Specifications</u>	The basis of the Construction Contractor's Lighting and Power bid are all or part of specifications: Divisions 1, General Requirements; Division 15, Mechanical 15170H, 15832H, 15835H and 15850H only; Division 16 Electrical 16050 through 16120, 16130 through 16145, 16415, 16425, 16452, 16461, 16470, 16475, 16476, 16511, 16521 and 16997.
16	<u>EXHIBIT D</u>	Add after the site address a new paragraph: "This is the site address. It does not reflect the actual work areas within this site that are covered by the scope of the Construction Contractor's Work."
17	<u>EXHIBIT E</u>	Change Paragraph 1: "15%" to "20%".
18	<u>EXHIBIT E</u>	Change Paragraph 2: "6%" to "10%".
19	<u>EXHIBIT E</u>	Change Paragraph 3: "15%" to "10%". Note this is computed at one-half the add rate.
20	<u>EXHIBIT E</u>	Change Paragraph 4: "6%" to "3%". Note this is computed at one-half the add rate.
21	<u>EXHIBIT E</u>	Add a new paragraph unnumbered after paragraph 4: "On-site Costs" shall be defined as all costs required to complete the Work, whether performed on-site or off-site including equipment, material, labor, subcontract, warehousing, delivery from supplier/shop, storage/staging, administrative support, supervision and related costs to the extent utilized by this project.
22	<u>EXHIBIT F</u>	Delete in its entirety
23	<u>EXHIBIT G, Article 1. Work, Section 1.01, third line</u>	Add after: "plans and specifications", "used as the basis of the Construction Contractor's bid"
24	<u>EXHIBIT G, Article 1. Work, Section 1.01, fourth line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."
25	<u>EXHIBIT G, Article 1. Work, Section 1.01, seventh line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."